



VILLAGE OF RIVER FOREST SUSTAINABILITY COMMISSION

Tuesday, June 11, 2024 – 7:00 PM
Village Hall – 400 Park Ave., River Forest, IL

You may submit your written public comments via email in advance of the meeting to: sjansen@vrf.us
You may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 816 4491 8569 or by clicking [here](#). If you would like to speak during public comment, please email sjansen@vrf.us by 4:00 PM on Tuesday, June 11, 2024.

AGENDA

1. Call to Order/Roll Call
2. Public Comment
3. Adoption of Meeting Minutes for May 14, 2024
4. Proposed Leaf Blower Ordinance Discussion
5. Electric Aggregation Contract Extension
6. Tree Ordinance Update
7. Compost Cart Cost-Splitting Discussion
8. UIC Climate Action Plans Review
9. Commissioner Updates
10. Working Group Reports
11. Communications
12. Other Business
13. Schedule Next Meeting – July 9, 2024
14. Adjournment

**VILLAGE OF RIVER FOREST
SUSTAINABILITY COMMISSION
TUESDAY, MAY 14, 2024**

A regular meeting of the Village of River Forest Sustainability Commission was held on Tuesday, May 14, 2024, at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:02 PM. Upon roll call, the following persons were:

Present: Co-Chair Charrette, Commissioners Hayley, Lennon, Mezzatesta, Student Commissioner Avalos, and Student Commissioner Stierwalt.
Absent: Co-Chair Simon; Commissioner Veazie
Also Present: Management Analyst Seth Jansen

2. PUBLIC COMMENT

Oak Park and River Forest High School Student Gabe Ruby presented to the Commission about the negative impacts of the invasive species buckthorn. Mr. Ruby discussed how buckthorn has spread to Thatcher Woods and impacts the soil health, hurting native plants, and is thorny and produces toxic berries, hurting the native wildlife. Mr. Ruby discussed the need to raise awareness of buckthorn, as residents may not even be aware it is in their yard. Commissioner Lennon provided his feedback and noted that there are resources available for those looking to remove buckthorn. Commissioner Mezzatesta also noted that it can be difficult to remove properly to prevent it from growing back. Mr. Jansen noted that the Village is updating its tree ordinance and will be referencing an invasive species list; Mr. Jansen would stated this we be brought to the Commission for review at the next month's meeting.

3. ADOPTION OF MEETING MINUTES

Co-Chair Charrette made a motion, seconded by Commissioner Mezzatesta to approve the meeting minutes from April 9, 2024.

Roll Call:

Ayes: Co-Chair Charrette, Commissioners Hayley, Lennon, and Mezzatesta
Absent: Co-Chair Simon; Commissioner Veazie
Nays: None
Motion Passes.

4. PROPOSED LEAF BLOWER ORDINANCE DISCUSSION

Mr. Jansen briefly outlined the memo he provided, the ordinance Oak Park adopted, and the timeline for outreach to landscape contractors moving forward. The Commission discussed

the language of Oak Park's ordinance and provided feedback. The Commission agreed there should not be a phase in period like Oak Park's existing seasonal ban, and to instead focus on a permanent ban taking effect the same date as Oak Park's, June 1, 2025. Student Commissioner Avalos inquired about other types of lawn equipment; the Commission noted the cost of other lawn equipment may make that incredibly difficult to implement. The Commission decided a draft ordinance should adhere as closely to Oak Park's ordinance to be reviewed and discussed at next month's meeting. Locally licensed landscape contractors will also be invited to the next month's meeting to provide their feedback.

5. OPT-OUT COMPOSTING DISCUSSION

Mr. Jansen briefly explained that the Village Board had requested the Commission discuss the opt-out composting provision of the Village's waste contract. Mr. Jansen briefly went over what other communities have done with regards to universal composting and potential challenges he outlined in the memo. Commissioner Lennon noted the opt-out aggregation program has no cost but an opt-out composting program would function as a tax for those who do not opt out, noting that not all residents will read the notice sent to them. Commissioner Lennon stated he would prefer to have various locations to drop off compost instead. Commissioner Mezzatesta stated that providing compost carts won't necessarily mean they will compost correctly, which could lead to contamination or lack of participation. The Commission discussed how backyard composting is often the most environmentally friendly and that the Village could advertise the existing program, drop off locations, and information on backyard composting as an alternative. Co-Chair Charrette inquired about developing a compost cart splitting program, which allows for two households to share one compost cart. Co-Chair Charrette indicated this could be developed then rolled out along with a marketing and communications strategy to promote the other strategies and a public survey to gather further information on current composting activities. The Commission further discussed overall waste metrics and what metrics are most meaningful and valuable.

6. LRS MAILERR

Mr. Jansen presented the draft LRS recycling postcard to the Commission for their feedback. The Commission also discussed getting stickers placed on to the alley-service carts and LRS-provided recycling containers. The Commission also discussed the inclusion of the recycling graphic in previous newsletters and providing access to it on the Village website. The Commission discussed the information provided to new residents regarding garbage and recycling and which types of receptacles do and do not have the stickered graphics on them.

7. UIC CLIMATE ACTION PLANS REVIEW

Mr. Jansen quickly outlined the Climate Action Plans drafted by the two UIC student groups and stated the goal would be to identify strategies from these two plans to assess the possibility of implementation. Commissioner Lennon said review of the plans should first address things the Village is already doing, then identify the quick wins, before looking into some of the longer term items. The Commissioners discussed their initial thoughts on the plans and the items proposed. Co-Chair Charrette suggested the Commission adopt one of

the plans as a template then pulling any relevant items from the other plan as the Commission sees fit.

Co-Chair Charrette also stated the Commission should focus on working sustainability in the decision making for each Village department over the next year. The Commission also discussed separate taxing bodies within the Village, and Student Commissioner Avalos suggested having an individual serve as the point person between the various taxing bodies. Commissioner Lennon suggested requiring a sustainability aspect or metric within each department's decision-making process. The Commission also discussed the need for the Village to highlight some of the things that the Village departments are already doing within the area of sustainability. The Commissioners noted the need to show how the long-run costs for sustainable technologies can produce savings. Co-Chair Charrette specifically noted the community solar accounts for the pump station and street lighting as an example of highlighting a Village action which is sustainable and saves money. Co-Chair Charrette stated the need for the Village to lead by example and that the internal Village operations should be the focus of the Village's implementation of the recommended strategies. Moving forward, the Commission will focus the implementation of the Climate Action Plan on the items that can be quickly implemented, building sustainability into all village operations, and reaching out to other community stakeholders, such as the other taxing bodies and universities, to further build out sustainability strategies.

8. OTHER BUSINESS

Mr. Jansen provided a brief update on the status of the EV Readiness Cohort and the Village's participation. He specifically sought feedback on developing an updated report for the board on useful electric vehicle metrics, noting that ChargePoint had recently changed their monthly report format. The Commission offered their input and concluded that the EV metric reports could be provided quarterly and that the EV report include: EVs and hybrid vehicles registered within the Village, EV charging station installation permits during the reporting quarter, and usage data for the Village-owned EVCS including: number of charging sessions, number of unique users, length of charging sessions, and percentage of time each port was blocked by a fully charged vehicle.

The Commission also stated that the waste metrics can also be provided quarterly as well, and time can be dedicated at those meetings to review these metrics. The Commission inquired about Village plans for expansion of EV charging infrastructure; Mr. Jansen indicated the immediate plans for the Village are dependent upon a pending grant application the Village had submitted.

9. COMMUNICATIONS

Mr. Jansen outlined the plan to use recycled newsletter articles for forthcoming weekly newsletter articles where possible. Commissioner Mezzatesta indicated she would also send some draft articles along that can be used at any point in the coming weeks or months.

10. SCHEDULE NEXT MEETING – JUNE 11, 2024

The Commission reached a consensus to hold its next meeting Tuesday, June 11, 2024.

10. ADJOURNMENT

Commissioner Mezzatesta made a motion, seconded by Commissioner Hayley, to adjourn the meeting at 8:47 PM.

Roll Call:

Ayes: Co-Chair Charrette, Commissioners Hayley, Lennon, and Mezzatesta

Absent: Co-Chair Simon; Commissioner Veazie

Nays: None

Motion Passes.

Seth Jansen, Secretary



Village of River Forest
Public Works and Engineering
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: June 11, 2024

To: Sustainability Commission

From: Seth Jansen, Management Analyst

Subj: Proposed Leaf Blower Ordinance

At the request of the Commission, this memorandum is to provide context for a discussion on any potential ordinance concerning gas-powered leaf blowers. The Commission had previously discussed the topic in April of 2023 following adoption of Oak Park's gas-powered leaf blower ban ordinance.

Following discussion at the May 14, 2024 meeting of the Sustainability Commission, a draft ordinance was written with relevant language adhering closely to the ordinance adopted by the Village of Oak Park in 2023. Notifications were sent via mail and email to all landscape contractors licensed to do business within the Village, inviting them to provide their input and feedback at this month's meeting. An online survey was also created to allow contractors to provide their feedback. A specific webpage (vrf.us/leafblower) was created to provide information on the proposed ordinance under consideration; further updates will be provided on the page.

A copy of the draft ordinance is attached and was also provided with the notice sent to all Village-licensed landscape contractors. Commission feedback on the draft language and any potential changes can be incorporated into a future draft for consideration by the Commission. No vote or official action will be taken at this month's meeting, while the Commission and Village continue to receive feedback from stakeholders. Comprehensive review of the feedback, including that submitted through the online survey, will be reviewed at the July Meeting

Attachment: Preliminary Draft Ordinance

GAS-POWERED LEAF BLOWERS PROHIBITED:

- A. For the purposes of this section, a gas-powered leaf blower shall mean: A leaf blower that is powered by gasoline or propane, including an electric leaf blower powered by stand-alone fossil fuel powered generators or generators powered by vehicle engines.
- B. No gas-powered leaf blower shall be permitted to be operated in the Village on or after June 1, 2025, except as provided below.
- C. The use of portable generators to power electric leaf blowers or to recharge batteries used in leaf blowers is prohibited in the Village on or after June 1, 2025, except as provided below.
- D. Exceptions: Gas-powered leaf blowers shall be permitted to be operated as follows:
 - 1. At the direction of Police or Fire Department sworn personnel of the Village for the purpose of responding to an emergency, or in order to restore, preserve, protect or save lives or property from imminent danger of loss or harm; or
 - 2. To clear fallen trees in order to provide emergency clearance for public safety.
- E. Conflict with State Law: If any provision of this section conflicts or is otherwise inconsistent with a provision of state law, the more stringent or restrictive provision shall prevail and shall be enforced by the Village.



Village of River Forest
Public Works and Engineering
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: June 11, 2024

To: Sustainability Commission

From: Seth Jansen, Management Analyst

Subj: Extension of Term Agreement for Green Electric Aggregation Program

One of the goals of the Sustainability Commission is to reduce the carbon footprint of the Village through the use of more renewable sources of energy. This also aligns with commitments the Village has made through signing onto the Chicago Climate Agreement, as well as the Greenest Region Compact. At the recommendation of the Sustainability Commission, the Village Board of Trustees approved an agreement at their May 26, 2020 meeting with MCSquared for the green electric aggregation program. The agreement has a 24-month term (September 2020 – September 2022) and has allowed the Village to acquire Renewable Energy Certificates (RECs) that support clean, renewable energy development on wind farms in the Midwest, and to receive a civic contribution of \$36,000 per year. As a result of this program, the Village has been able to significantly offset its carbon emissions and has been designated an EPA Green Power Partner Community.

The program works by MCSquared first analyzing the cost to serve accounts in the Village based on attributes such as peak period consumption to create a cost profile and determining whether ComEd's rate can be matched so there is no difference in cost to residents. In 2022, because of the rising cost of energy prices, MCSquared was able to match the ComEd rate and continue the program for another two years (September 2022 – September 2024) to secure the RECs needed to maintain the EPA designation, but unfortunately the civic contribution. This extension was approved by the Village Board of Trustees at their June 27, 2022 meeting.

In May of this year, MCSquared notified Staff they will be able to continue the program for another two years (September 2024 – September 2026) under the same provisions as the previous extension. The RECs to be retired will be equal to an amount based on the historical twelve months of electricity usage for the eligible customers, excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier. MCSquared will assist the Village of River Forest with the documentation required to become an EPA Green Power Partner Community. Those in the program would continue to be billed by ComEd and charged the ComEd rate. They may opt out or leave at any time with no termination fees.

Motion: Recommend that the Village Board approve an ordinance extending the term of the Master Power Supply Agreement with MC Squared Energy Services, LLC for an additional 24 months.

Attachments:

- Original Master Power Supply Agreement (Sept. 2020- Sept. 2022)
- Previous Extended Term Agreement (Sept. 2022- Sept. 2024)
- Draft Extended Term Agreement (Sept. 2024- Sept. 2026)

EXTENDED TERM AGREEMENT AMENDMENT NO. 2

This Extended Term Agreement Amendment No. 2 (hereinafter the “ETA No. 2”), is entered as of this 16th day of May 2024 between the Village of River Forest, Cook County, Illinois, an Illinois municipal corporation (hereinafter the “Village”) and MC Squared Energy Services, LLC (hereinafter the “Supplier”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Supplier and Village are the Parties to a Master Power Supply Agreement dated May 28, 2020 and amended on June 26, 2022 and further amended on May 16, 2024 (hereinafter the “MPSA” which is hereby incorporated by reference).

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.2, Extended Term will last until September 2026, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the spring months of March through June and fall months of October through December.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of River Forest

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President

Date: _____

Date: _____

Attest:

Signed

Sharon Alegado

Printed/Typed Name:

Vice President, Sales and Marketing

Title:

Attest:

Signed

Printed/Typed Name:

Title:

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.13 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.41 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-one (24) months

September 2024 – September 2026

Percent of RECs:	5%
Civic Contribution:	Zero (\$0)

Special Services:

Supplier will acquire and retire on behalf of the Village of River Forest Renewable Energy Certificates mentioned above that meet the EPA’s Green Power Community (GPC) Program minimum requirements, from a Wind Generation resource location to be determined by Supplier within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS). However, in Supplier’s sole discretion, Supplier may secure RECs from other locations within the United States to meet the EPA Green Power Community Program minimum requirements if necessary.

The RECs to be retired will be equal to an amount based on the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd “Usage Data” file. Supplier will assist the Village of River Forest with the documentation required to become an EPA Green Power Partner Community.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of River Forest

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:
President

Title:

Date: _____

Date: _____

Attest:

Attest:

Signed

Signed

Sharon Alegado
Printed/Typed Name:

Printed/Typed Name:

Vice President, Sales and Marketing
Title:

Title:

**MASTER POWER SUPPLY AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVER
FOREST AND MC SQUARED ENERGY SERVICES, LLC TO PROVIDE FULL-
REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S
ELECTRIC AGGREGATION PROGRAM
EXTENDED TERM AGREEMENT AMENDMENT NO. 1
(SEPTEMBER 2022 – SEPTEMBER 2024)**

This **EXTENDED TERM AGREEMENT AMENDMENT NO. 1 (SEPTEMBER 2022 – SEPTEMBER 2024)** (hereinafter the "ETA No. 1"), is entered as of this 26th day of June 2022 between the Village of River Forest, Cook County, Illinois, an Illinois municipal corporation (hereinafter the "Village") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and Village are parties to the "Master Power Supply Agreement by and Between the Village of River Forest and Mc Squared Energy Services, LLC to Provide Full-Requirements Electricity Supply and Related Services for the Village's Electric Aggregation Program" dated May 28, 2020, and further amended by this ETA No. 1 on June 26, 2022 (hereinafter the "MPSA" which is hereby incorporated by reference); and

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. Effective September 1, 2022, **Exhibit A** to the MSA is hereby replaced with the **Amended Exhibit A** attached to this ETA No. 1 to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.1, the Extended Term shall last until September 2024, subject to any future mutual extensions mutually agreed to in writing by the Parties per Section 5.1 of the MSA.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service during the spring months of March through June in 2023 and within 2024.
4. All parts of the MSA not amended in this ETA No. 1 shall remain in effect.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

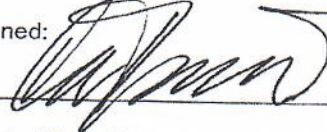
Supplier: MC Squared Energy Services, LLC

Municipality: Village of River Forest

Signed:



Signed:



Printed/Typed Name:
Charles C. Sutton

Printed/Typed Name:
Catherine Adduci

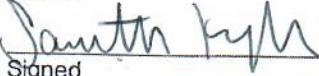
Title:
President

Title: Village President

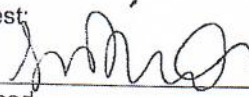
Date: JUNE 28, 2022

Date: 6/28/2022

Attest:



Attest:



Signed

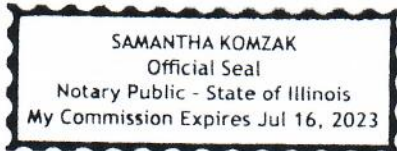
Signed

Samantha Komzak
Printed/Typed Name:

Sara Pinyfer
Printed/Typed Name:

Marketing Analyst
Title:

Management Analyst
Title:



AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.13 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.41 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months


September 2022 –
September 2024

Percent of RECs:	5%
Civic Contribution:	\$0

Supplier will acquire and retire on behalf of the Village of River Forest Renewable Energy Certificates (RECs) from a location to be determined by Supplier with a preference given to wind generated RECs generated within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS) in order to meet the EPA Green Power Partner Community Program minimum annual reporting requirements. However, in Supplier’s sole discretion, Supplier may secure RECs from other generation resource locations within the United States in order to meet the REC commitment level stated herein that is above the annual EPA Green Power Partner Community Program minimum reporting requirements.

Supplier: MC Squared Energy Services, LLC Municipality: Village of River Forest

Signed:




Printed/Typed Name:

Charles C. Sutton

Title:
President

Date: JUNE 28, 2022

Signed:



Printed/Typed Name: Catherine Adduci

Title: Village President

Date: 6/28/2022

Attest:

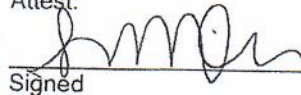


Signed

Samantha Komzak
Printed/Typed Name:

Marketing Analyst
Title:

Attest:



Signed

Shira Physter
Printed/Typed Name:

Management Analyst
Title:



**MASTER POWER SUPPLY AGREEMENT
BY AND BETWEEN THE VILLAGE OF RIVER FOREST AND MC SQUARED ENERGY
SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND
RELATED SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM**

This **MASTER POWER SUPPLY AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVER FOREST AND MC SQUARED ENERGY SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM** ("Agreement"), is entered into as of this 28th day of May 2020 ("Effective Date") between the Village of River Forest, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc²) ("Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

- A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. The Municipality conducted a Request for Qualifications and/or Power Supply Bid process to identify qualified suppliers of electricity in the market.
- C. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.
- D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
 - 1. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd.
 - 2. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing.
 - 3. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.
 - 4. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program unless exceptions are clearly stated on the RFP response.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

- 1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1 "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.
- 2.2 "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3 "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, as amended, and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4 "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid and attached to this Agreement as Exhibit A and made a part hereof.
- 2.5 "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B and made a part hereof.
- 2.6 "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.7 "ComEd" means Commonwealth Edison.
- 2.8 "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.9 "Confidential Information" means the information defined in Section 9 of this Agreement.
- 2.10 "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the Corporate Authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.
- 2.11 "Data" means the data defined in Section 9 of this Agreement.
- 2.12. "Electric Utility" means ComEd.
- 2.13 "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in

the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as determined by the parameters defined in Exhibit E of this Agreement, attached hereto and made a part hereof, by the Supplier and mutually agreed to by the Supplier and Municipality.

- 2.14 "Energy" means generated electricity.
- 2.15 "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.16 "Extended Term" means the term defined in Section 5.1 of this Agreement.
- 2.17 "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.
- 2.18 "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement, if any. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.
- 2.19 "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.
- 2.20 "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.21 "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.22 "ICC" means the Illinois Commerce Commission.
- 2.23 "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.
- 2.24 "Power Supply Bid" means the bidding process conducted by the Municipality.
- 2.25 "New Customers" means the customers defined in Section 4.3.9 of this Agreement.
- 2.26 "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.
- 2.27 "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.28 "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.29 "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers. Participating customers may be served by Supplier or Tariffed Service pursuant to Exhibit E.

- 2.30 “Plan of Governance” or “POG” means that certain Plan of Operation and Governance approved by The Municipality pursuant to the Aggregation Statute.
- 2.31 “Point of Delivery” means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.32 “Price” means the price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit E to this Agreement, which is attached hereto and made a part hereof.
- 2.33 “Program” means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.34 “Program Implementation Services” means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.35 “Renewable Energy Credits, (RECs)” means a market-based instrument that represents the legal property rights to the environmental attributes of renewable electricity generation sources such as wind, solar, biomass or hydroelectric compliant with EPA established guidelines.
- 2.36 “Requirements of Law” means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, regulations, and final decisions of the ICC or Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.37 “Retail Electric Supplier” or “RES” means an “alternative retail electric supplier” as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.38 “Services” means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.39 “Special Billing Customers” means the customers defined in Section 4.3.8 of this Agreement.
- 2.40 “Supplier” means MC Squared Energy Services, LLC and the lawful successor, transferee, designee, or assignee thereof.
- 2.41 “Tariffed Service” means the electricity supply service provided by Electric Utility as required by 220 ILCS 5/16-103. The magnitude of Tariffed Services are typically posted on PlugInIllinois.org and currently includes ComEd’s electricity supply charge plus ComEd’s transmission series charge, and including the ComEd’s purchased electricity adjustment.
- 2.42 “Term” means the period of time defined in Section 5.1 of this Agreement.
- 2.43 “Municipality” means the Village of River Forest, Illinois.

2.44 "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

- 3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the Former Aggregation supplier.
- 3.1.2 Notices and Customer Information from ComEd and/or the Former Aggregation supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the Former Aggregation supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the Former Aggregation supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.
- 3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.
- 3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.
- 3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

- 3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
- 3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.
- 3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

- 3.2.4 All information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge and belief.

ARTICLE 4 SUPPLIER SERVICES

- 4.1 Full Requirements Electricity Supply. The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier shall obtain necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier shall cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

- 4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

- 4.2.1 Opt-Out Process. Supplier, at its sole costs and expense, shall, assist the Municipality, in administering the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:
- 4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation: (i) the terms and conditions of participation in the Program, (ii) the cost to the Customer of Full-Requirements Electricity Supply under the Program, (iii) the methods by which Customers may opt out of the Program, and (iv) the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website, if applicable, described in Section 4.2.1.3. The form and content of the Opt-Out Notices shall be approved by the Municipality prior to mailing by Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Services to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the Illustrative form attached in Exhibit C.
- 4.2.1.2 Notices to Special Billing Customers and Utility-to-Utility Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Service while participating in the Program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Service as participants.
- 4.2.1.3 Toll Free Number and Website Content. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours. In addition, the Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality website. The Opt-Out Notices must prominently include the toll-free number and the Municipality website address and a mc² email address for email inquiries. Supplier will be required to support Spanish speaking residents and customers with disabilities.
- 4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for the receipt and processing of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program.

- 4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.
- 4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.
- 4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:
- 4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible for compiling a complete list of all Participating Customers (including those on Tariffed Service) and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.
- 4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.
- 4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.
- 4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence following the Municipality's implementation schedule which is attached as Exhibit D and made a part hereof.
- 4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.
- 4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier will not assess an early termination fee but the Participating Customer will be responsible to pay for charges incurred for service prior to the termination.
- 4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet email address for the purpose of receiving questions and comments from Participating Customers

concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement.

4.3.8.1 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and

4.3.8.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service.

(collectively, the “Special Billing Customers”).

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price. Each New Customers that enrolls in the Program pursuant to this Section shall be deemed a Participating Customer for the purposes of Section 4.3.3, 4.3.6, and 4.3.7 upon successful enrollment.

4.3.9.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

4.3.9.2 Any Eligible Customer that moves into an existing location within the Municipality; and

4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and

4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the “New Customers”).

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all customers served by the Supplier:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to “Rider PORCB – Purchase of Receivables and Consolidated Billing,” and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd as described below:

- 15,000 annual kWh's usage or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff

4.5 Compliance Assistance. When either Supplier or the Municipality has a compliance obligation under Requirements of Law, the other Party shall take commercially reasonable steps to assist the Party with the compliance obligation.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of twenty-four (24) months of consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in September 2020, and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). In the event that the Municipality discontinues its aggregation program, nothing in this Agreement shall be construed to prevent Supplier from following the procedure for customer renewal in the Customer Terms and Conditions in Exhibit C for any Participating Member.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period, or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject

to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement other than provision of Services or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 10 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.
 - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
 - 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

- 6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences

of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

- 6.3 **Limitation of Liability.** Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers not on Tariffed Service or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

**ARTICLE 7
FORCE MAJEURE EVENTS;
REGULATORY EVENTS AND ADDITIONAL CHARGES, TAXES OR LEVIES**

- 7.1 **Force Majeure Events.** The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.
- 7.2 **Regulatory Event.** The following shall constitute a "Regulatory Event":
- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing, applicable law by any judicial or government authority with competent jurisdiction.
 - b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

**ARTICLE 8
INDEMNIFICATION AND INSURANCE**

- 8.1 **Indemnification.** The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a

time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

- 8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit F to this Agreement and made a part hereof. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

- 9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.
- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement. However, nothing in this Section shall prevent Supplier from retaining copies of such documentation and data as is needed to fulfill any Requirement of Law regarding record retention.
- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012,

and the provisions of ComEd's Tariff Rate GAP, and Parts 412 and 470 of the ICC's Rules. The Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

- 9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
- 9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program, unless agreed to by the Municipality.
- 9.3.3 Supplier will comply with record retention and destruction Requirements of Law including but not limited to those in ComEd Rate GAP and Part 470 of the ICC's Rules.
- 9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.
- 9.5 The Supplier shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Supplier shall be available for review and audit by the Village. The Supplier shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Supplier to maintain the books, records and supporting documents required by this section or the failure by the Supplier to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

ARTICLE 10 MISCELLANEOUS

- 10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality:

To Supplier:

Village of River Forest
400 Park Avenue
River Forest, IL 60305
Attention: Village Administrator

Charles C. Sutton
President
MC Squared Energy Services, LLC
175 W. Jackson Blvd., Suite 240
Chicago, IL 60604
Fax: (877) 281-1279

With a copy to:
Village of River Forest
400 Park Avenue
River Forest, IL 60305
Attention: Village Attorney

With a copy to:
Jeremiah McGair
Senior Counsel
Wolverine
175 W. Jackson Blvd. Suite 200
Chicago, IL 60604
Fax: (312) 884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.2.1 Supplier **further** represents and warrants that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and

10.3 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contain all of the terms and conditions of this Agreement reached by the Parties, and supersede all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or

not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

- 10.4 Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.
- 10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.
- 10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- 10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.
- 10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- 10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.
- 10.13 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- 10.14 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, however, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.15 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic email), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of River Forest

Signed: _____

Signed:  _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Catherine M. Adduci

Title: President

Title: Village President

Date: _____

Date: 6/8/20

Attest:

Attest:

Signed: _____

Signed:  _____

Date: _____

Date: 6/8/20



Village of River Forest
Public Works and Engineering
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: June 11, 2024
To: Sustainability Commission
From: Seth Jansen, Management Analyst
Subj: Tree Ordinance Update

In November 2023, the Village applied for a grant through the U.S. Department of Agriculture's Urban and Community Forestry Grant Program, administered locally by the Morton Arboretum and the Chicago Region Tree Initiative. In March 2024, the Village was awarded a grant to help fund the cost of this year's Emerald Ash Borer Treatment Program for ash trees located along the Village Parkway.

As part of the grant award conditions, a locally approved Tree Protection/Preservation Ordinance is required before grant funds are disbursed. Morton Arboretum staff reviewed the Village's existing tree ordinance and provided feedback outlining what components must be included to meet the requirements of the grant. The attached draft ordinance has been reviewed and approved by the Morton Arboretum. Village staff are seeking the approval of the Sustainability Commission to show support for this ordinance update when it is brought to the Village Board for approval.

Motion: Recommend the Village Board adopt an ordinance updating the Trees and Shrubs Chapter of the Village Code to comply with requirements of the Morton Arboretum grant process.

Attachments:

- Morton Ordinance Review
- Draft Ordinance

5-8-1: INTENT AND PURPOSE:

Because it is recognized that maintenance of a vigorous urban forest is an integral part of the infrastructure of the village and is important and essential to the health, well being and welfare of the residents of the village it is the intent of the village to maintain tree lined parkways by planting and maintaining trees at all locations where space and conditions are appropriate. Further, this chapter is designed to provide a means to properly regulate activities impacting trees and shrubs in the village. (Ord. 2806, 12-14-1998)

5-8-2: PLANTING, MAINTENANCE OR REMOVING:

A. It shall be unlawful for any person to plant any tree or shrub in any public street or parkway, or other public place, without having first secured a permit therefor. Applications for such permits shall be made to the Director of ~~Public Works and Development Services~~. All trees and shrubs to be planted shall be placed subject to the direction and approval of the Director of ~~Public Works and Development Services~~. All trees planted by the Village shall be planted consistent with the most current edition of American National Standards Institute and shall be tree species identified as well-suited for the planting site, based on the Morton Arboretum Northern Illinois Tree Species List. Trees purchased by the Village shall be of a quality consistent with the most current American Standards for Nursery Stock as approved by the most current American National Standards Institute. All permitted tree maintenance and pruning will be done in accordance with the latest revision of standards of the International Society of Arboriculture's Best Management Practices - Tree Pruning and ANSI A300.

B. It shall be unlawful for any person, other than the village or its designees, to remove, relocate or cut down any tree or shrub in any street, parkway or other public place without a permit from the director of public works, which the director of public works may grant or deny in his or her discretion. The director of public works may impose conditions on the issuance of a permit, including, but not limited to, the prepayment of the appraised value of the tree or shrub, and requiring the applicant to pay for all expenses relating to the removal, replacement, and relocation. The director of public works shall consider the following when determining whether to grant or deny a request for a permit:

1. The size, age, and species of the tree or shrub; and
2. The location of the tree or shrub; and
3. The health of the tree or shrub; and
4. The reason for removal or relocation; and
5. The environmental impact of removal or relocation.

If because of emergency weather or other casualty conditions a tree is endangering health, safety or property and requires immediate removal, verbal authorization may be given by the director of public works for the tree removal without obtaining a written permit. Such verbal authorization shall later be confirmed in writing by the village.

C. The ~~Director or their designee~~ village shall have the right to plant, prune, remove and maintain any plants, trees or shrubs located on the village right of way or parkways. The Director may consult with a certified arborist in order to ensure public safety, promote vigor and enhance plant structure. (1981 Code; amd. Ord. 2806, 12-14-1998; Ord. 3513, 3-10-2014; Ord. 3895, 5-8-2023)

D. The Village shall require that any Contractor, working for the Village, who may interact or have impact on the Village public property urban forest utilize a certified arborist for all work pertaining to trees, including but not limited to removal, pruning and planting activities. Any Contractor working for the Village shall comply with all licensing and insurance requirements set forth in section 3-3-3.

F. The Village shall remove and shall not plant any invasive species identified in the Northwest Illinois Forestry Association Exotic Invasive Plants List from public streets or parkways, or other public places.

5-8-3: TREES GUARDED DURING BUILDING REPAIRS:

In the erection, alteration or repair of any building or structure, the owner thereof shall place such guards around all nearby trees in the street or public highway as shall prevent injury to them. (1981 Code; amd. Ord. 2806, 12-14-1998)

5-8-4: TREES OR SHRUBS OVERHANGING STREET:

Any tree or shrub which overhangs any sidewalk, street or other public place in the village in such a way as to impede or interfere with traffic or travel on such public place shall be trimmed by the owner of the premises on which such tree or shrub grows, so that the obstruction shall cease.

Any tree or limb of a tree which has become likely to fall on or across any public street, sidewalk or place shall be removed by the owner of the premises on which such tree grows or stands.

The director of public works may trim or remove, or cause to be trimmed or removed, any tree or shrub so that the obstruction or danger to traffic or passage shall cease. (1981 Code; amd. Ord. 2806, 12-14-1998)

5-8-5: INJURE OR DAMAGE:

It shall be unlawful for any person to injure or damage any tree or shrub planted in any street, parkway or other public place.

A. Attaching Signs, Advertisements: It shall be unlawful for any person to attach any sign, advertisement or notice to any tree or shrub in any street, parkway or other public place.

B. Poles And Wires: It shall be unlawful for any person to attach any wire or rope to any tree or shrub in any public street, parkway or other public place without the permission of the director of public works. This section shall not apply to commemorative ribbons as defined in section 5-8-11.

Any person given the right to maintain poles and wires in the streets, alleys or other public places in the village shall, in the absence of a provision in the franchise concerning the subject, keep such wires and poles free and away from any trees or shrubs in such places so far as may be possible, and shall keep all such trees and shrubs properly trimmed, subject to the supervision of the director of public works, so that no injury shall be done either to the poles or wires or the shrubs and trees by their contact.

C. Gas Pipes: Any person maintaining any gas pipe in the village shall, in the absence of a provision in the franchise concerning the subject, keep such pipes free from leaks so that no injury shall be done to any trees or shrubs. (1981 Code; amd. Ord. 2806, 12-14-1998)

D. All stump removals and tree plantings shall require all underground utility locations be identified prior to any action. All nearby underground utility locations shall be identified prior to

planting. It shall be unlawful to plant any tree under utility wires that is anticipated to grow to a height that will interfere with the wires at its mature height so as to reduce unnecessary damage for the purposes of wire clearance.

5-8-6: DUTCH ELM DISEASE:

A. Public Nuisance: All species and varieties of elm trees (trees of the genus *Ulmus*) infected with the fungus known as the Dutch elm disease (*Ceratocystis ulmi*) as determined by laboratory analysis by either the forestry department of the village or the section of "Applied Botany And Plant Pathology", Illinois natural history survey, Urbana, Illinois, are hereby declared to be a public nuisance.

All species and varieties of elm trees that are dead or substantially dead, and all dead elmwood to which the bark is still attached which, because of their condition, may serve as a breeding place for the European elm bark beetle (*Scolytus multistriatus*), are hereby declared to be public nuisances.

B. Prohibition: It shall be unlawful for any owner of any lot or land in the village to permit or maintain on any such lot or land, any elm tree or dead elmwood which, as provided in subsection A of this section, is a public nuisance, and it shall be the duty of any such owner promptly to remove and dispose of outside the village any such elm tree or dead elmwood under the supervision and direction of the director of public works or his representative. (1981 Code; amd. Ord. 2806, 12-14-1998)

5-8-7: RIGHT OF ENTRY OF DIRECTOR OF PUBLIC WORKS:

In order to carry out the purposes of this chapter and to implement the enforcement thereof, the director of public works or his representative is hereby authorized and empowered to enter upon any lot or land in the village at all reasonable hours for the purpose of inspecting any elm trees or dead elmwood situated thereon, and the director of public works or his representative may remove such specimens from any such trees as are required for the purposes of laboratory analysis referred to in subsection [5-8-6A](#) of this chapter or to determine whether such tree, because it is dead or substantially dead, may serve as a breeding place for the European elm bark beetle. It shall be unlawful for any person to take any action to prevent the director of public works or his representative from entering on any lot or land in the village for the purposes of such inspection, or to interfere with the director of public works or such representative in the performance of any of his duties provided for under the provisions of this chapter. (1981 Code; amd. Ord. 2806, 12-14-1998)

5-8-8: REMOVAL OR DESTRUCTION:

If on laboratory analysis of specimens removed from any elm tree by the director of public works, it is determined that such tree is a public nuisance as provided by subsection [5-8-6A](#) of this chapter, or if the director of public works determines that any dead or substantially dead elm trees, or dead elmwood, is a public nuisance as provided in said subsection, the director of public works shall serve or cause to be served upon the person designated in this section a written notice requiring such person to comply with the provisions of this chapter. If the person upon whom such notice is served fails, neglects or refuses to remove such elm tree or dead elmwood within thirty days after service of such notice, the director of public works or his representative may proceed to remove and dispose of outside the village such tree or dead elmwood and assess the cost thereof against the owner of such lot or land, and the amount of such cost shall be paid by such owner to the village.

Service of notice provided for in this section shall be personally served or sent by registered mail to the person to whom was sent the tax bill for the general taxes for the last preceding year on the real estate, such notice to be delivered or sent not less than thirty days prior to the

removal of the tree or trees located thereon. Said notice shall contain the substances of 65 Illinois Compiled Statutes 5/11-20-12 providing for the filing of the notice of lien for the cost of removal of elm trees infected with Dutch elm disease. Said notice shall also include the substance of sections [5-8-6](#) through [5-8-10](#) of this chapter. Said notice shall further identify the real estate by the common description and the tree or trees affected.

If the village removes from any lot or land in the village, pursuant to this chapter, any infected elm tree which is a public nuisance as provided in subsection [5-8-6A](#) of this chapter, or any dead or substantially dead elm tree or dead elmwood which is a public nuisance, the assessment of the cost of the work done by the village against the owner of the lot or land involved shall be in addition to the penalties imposed herein for any violation or noncompliance with any provisions of this chapter.

Any elm tree or dead elmwood on property owned by the village which is a public nuisance as provided by subsection [5-8-6A](#) of this chapter shall promptly be removed and disposed of outside the village under the supervision of the director of public works or his representative at the expense of the village. (1981 Code; amd. Ord. 2806, 12-14-1998)

5-8-9: FILING OF LIEN:

The village is hereby authorized pursuant to 65 Illinois Compiled Statutes 5/11-20-11 and 5/11-20-12 to collect from the property owner the reasonable cost and expense of elm trees removed and infected with Dutch elm disease from the property not owned by the village or dedicated for public use, when the owner of such property refuses or neglects to remove any such tree. The cost and expense are a lien upon the real estate affected; provided, that a notice of lien is filed as provided for by state law and the ordinances of the village. (1981 Code; amd. Ord. 2806, 12-14-1998)

5-8-10: PENALTY:

Any person violating any of the provisions of this chapter by failing, neglecting or refusing to comply with the provisions of any notice herein provided for, within thirty days after the service thereof, or who shall resist or obstruct the director of public works or his representative in carrying out the provisions of this chapter, shall, upon conviction, be liable and be fined not less than ten dollars nor more than five hundred dollars for each offense. (1981 Code; amd. Ord. 2806, 12-14-1998)

5-8-11: DEFINITIONS:

For the purposes of this Chapter, the following words and phrases shall have the meanings, and are hereby defined, as follows:

APPLICANT: An owner of a lot, parcel or tract of land for which an application has been filed for a permit or any activity requiring the issuance of a permit.

ARBORIST: Any individual experienced in the profession of forestry or a related field and is licensed or certified in forestry by an accredited forestry industry body, e.g. International Society of Arboriculture.

CONTRACTOR: A company or individual contracted to perform tree removal, pruning and planting activities.

COMMEMORATIVE RIBBONS: Material that is wrapped around a tree trunk without any permanent fixtures to promote awareness of certain causes or to memorialize events. Such

ribbons are not permitted to promote political candidates, parties, or referenda. Ribbons are to be removed if they are determined by village staff to be in poor condition or are negatively affecting the health of the tree.

DAMAGE: Impact or loss of function to any tree including but not limited to: removal, root compaction, root removal, girdling, soil contamination, topping, pruning more than 20% of the trees, canopy removal, bark removal, poisoning and or/ actions resulting in the decline or death of a tree.

DIRECTOR: The Director of Public Works and Engineering or their authorized representative.

INFRASTRUCTURE: The basic underlying framework or features that provide collective services, including but not limited to roads, water lines, storm sewers, bioswales, and trees.

INVASIVE SPECIES: An introduced or exotic species that significantly modifies or disrupts the ecosystem in which it colonizes, including but not limited to any species identified in the Northwest Illinois Forestry Association Exotic Invasive Plants List.

NUISANCE: Trees that may provide potential impacts to other trees, people or structures. Nuisance trees include, but are not be limited to, those outlined in subsection 5-8-6A of this chapter and also may include any diseased, infested, structurally unsound trees or known invasive species.

PERMIT: A written authorization from the Village authorizing the applicant to conduct work which may or may not impact a tree.

REMOVAL: The cutting down, destruction, removal or relocation of any tree, including damaging by poison or other direct or indirect action.

5-8-12: APPEALS

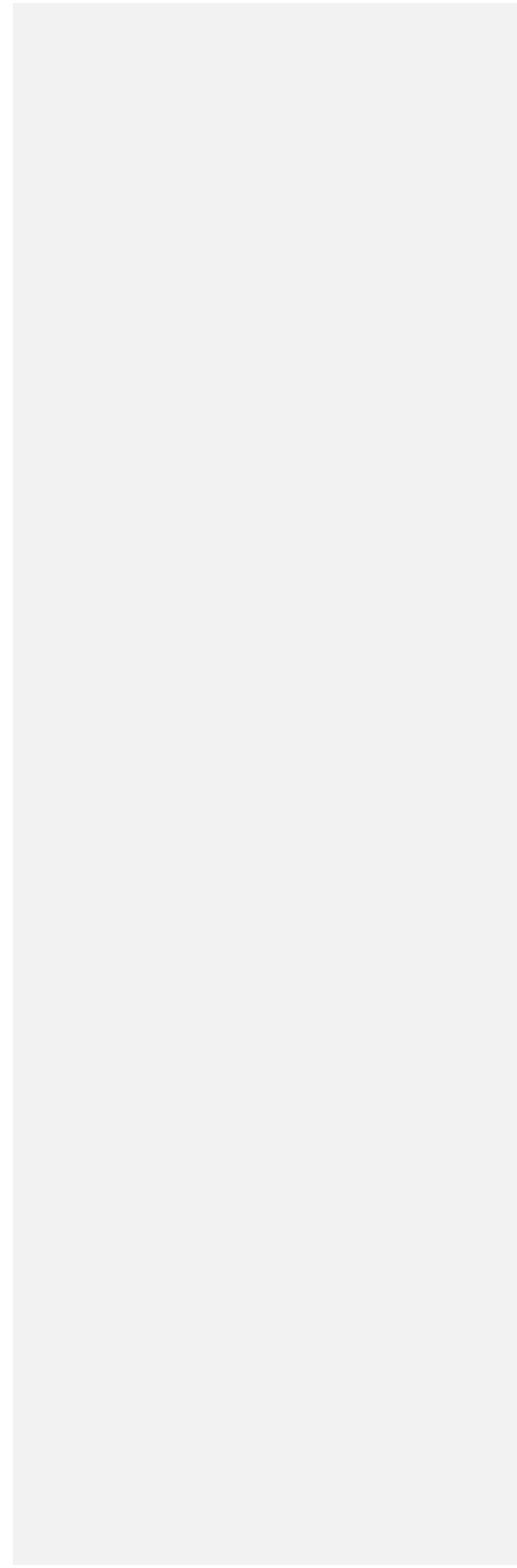
- A. Any person aggrieved by any decision of the Village in the enforcement of any terms or provisions of this Section may, within ten working days after the date of the decision, appeal to the Village Administrator by filing a written notice of appeal. The notice of appeal shall set forth concisely the decision and the reasons or grounds for the appeal. The Village Administrator may make a recommendation to affirm, modify, or reverse the decision. The decision of the Village Administrator shall be final and no petition for rehearing or reconsideration shall be available.
- B. No variances in the strict application of the provisions of this Section shall be recommended for approval by the Village Administrator unless it finds:
 1. That there are special circumstances or conditions, fully described in the written notice of appeal which are peculiar to the property (properties) and do not apply generally to properties within the Village, and that said circumstances or conditions are such that the strict application of the Code would deprive the applicant of the reasonable use of the subject property (properties).
 2. That for reasons fully set forth in the written notice of appeal, the granting of the variance is necessary for the reasonable use of the property (properties) and that the variance, as recommended for approval by the Village Administrator, is the minimum variance that will accomplish this purpose.

3. That the result of granting of the variance will be in harmony with the general purpose and intent of standards set forth within this Code and in harmony with this Section, and will not be injurious to adjacent property or otherwise detrimental to the public welfare.

DRAFT

		Village of River Forest Reviewed 3/28/24 AT	
Ordinance Requirement		Present	Location
Purpose	Statement of purpose for the tree protection/preservation ordinance.	Yes	Sec. 5-8-1
Statement of Value	Clear statement of the value and service of the urban forest as infrastructure.	Clarify, we need a clear statement that trees are viewed as infrastructure	Sec. 5-8-1
Definitions	Clear definitions of terms.	No	
Applicability / scope of ordinance	Clear scope of protection, preservation, management, removals, care and pruning, selection, and planting requirements.	Yes	Sec. 5-8-1
Authority / Enforcement	Identified individual and/or group responsible for making decisions about trees and enforcement of the ordinance. Includes skill requirements or certifications for individuals/organizations managing trees for the community.	Clarify, we need to see a skill requirement provided for the village/an identified individual.	Sec. 5-8-2 C

<p>Tree Planting and Maintenance Standards</p> <p>Clear specifications standards referencing the most current American National Standards Institute, International Society of Arboriculture, National Association of Nurserymen and/or other nationally recognized organizations, or a reference to such in an accepted urban forest management plan for the following:</p>	<p>a) tree production (nursery source production standards)</p>	<p>No</p>	
	<p>b) tree planting</p>	<p>No</p>	
	<p>c) tree care</p>	<p>Yes</p>	<p>Sec. 5-8-2 (A)</p>
	<p>d) tree pruning</p>	<p>Yes</p>	<p>Sec. 5-8-3</p>
	<p>e) species restrictions, e.g. under utilities, use of invasive species</p>	<p>No</p>	



Requirements for contracted tree maintenance	Requirements for contracted tree maintenance including skill and insurance requirements	No	
Establishment of a Tree Board (<i>Mandatory only if selected as a voluntary bonus, see proposal scoring</i>)	Formation and qualifications, responsibilities, and terms for a Tree Board or other advisory group responsible for trees.	N/A	N/A
Permits	Tree permit requirements, penalties, and enforcement	Yes	Sec. 5-8-2 (A)
Protection of trees during construction	Tree protection from construction impacts, and fee and penalty requirements.	Yes	Sec. 5-8-3
Relocation or replacement	Relocation and/or replacement requirements, fees, and penalties for trees removed, damaged or killed.	Yes	Sec. 5-8-2 (B)
Appeals	Procedure to follow for appealing a citation, and civil remedies	No	
Penalties	Clear penalties for failure to comply with the provisions of the ordinance or reference to fee schedule	Yes	Sec. 5-8-10
Species Lists	Restricted/Prohibited/Undesirable species lists and Desirable/Approved species lists or a reference to such lists in tree management plan	No	
Exceptions	Exempted situations and variance	No	
Severability	Statement of severability (this may exist in a related Code)	Yes	1-2-3



Village of River Forest
Public Works and Engineering
400 Park Avenue
River Forest, IL 60305
Tel: 708-366-8500

MEMORANDUM

Date: June 11, 2024

To: Sustainability Commission

From: Seth Jansen, Management Analyst

Subj: Compost Splitting

At the request of the Village Board, the Sustainability Commission had been asked to consider the provision in the Village's waste hauling contract which allows for implementation of an opt-out, rather than opt-in, composting program. Following robust discussion at the May 14, 2024 meeting of the Commission, the Commission instead agreed to instead take an approach to raise awareness of the composting program, provide residents information on backyard composting, and promote the compost drop off carts located at Village Hall.

Additionally, the Commission inquired about compost cart splitting, whereby two households could equally split the cost of a compost cart. Such a program already exists in Oak Park. Staff contacted Oak Park to inquire about the administrative mechanics of their program but did not receive any response. Preliminary internal staff discussions indicated the splitting of billing would not pose many barriers to implementation; however, a process will need to be developed for identifying households who currently share or wish to share. This process will need to include a form or mechanism by which both households agree to split the cost.

Upon implementation of the split billing program, the Commission's input will be further needed to roll out the communications and outreach strategies described above.

Motion: Recommend the Village implement a program to allow for two households to split the cost of one compost cart.